

The complaint

Mr and Mrs H have complained about the way Liverpool Victoria Insurance Company Limited has handled their claim under their home insurance policy.

What happened

Mr and Mrs H made a claim for a leak in the water supply pipe at their property in September 2022. LV appointed a company, who I'll refer to as A, to assist them. A offered them two options. The first was a 'find and fix option', which – as I understand it - meant they would find the leaking pipe and carry out a temporary repair to it. The second was a cash payment towards replacing the pipe up to the limit of what it considered to be LV's liability under the terms of its policy. Mr H told A they hoped to be able to go with the second option, but that it would be a while before they were in a position to decide due to difficulties getting a contractor. They then appointed a contractor, who I'll refer to as G, to carry out the works required to replace the pipe.

As A hadn't heard anything further from Mr H they wrote to him in May 2023 saying they would close the claim if they didn't hear from him within seven days. Mr H contacted LV to say he was unhappy with the letter from A and wanted the claim to remain open. So LV emailed A to ask them to contact Mr H. It is difficult to be sure from the notes provided by LV, but it looks like Mr H contacted LV again in November 2023 to say he wanted the claim to remain open. And that LV checked with A, who had closed it as withdrawn in May 2023. When LV spoke with Mr H at this time he explained G had carried out the work at his home to a poor standard. He also complained that he'd not had any support from LV in the claim process. The case handler at LV said they'd check in with Mr H every now and then to see how the claim was going. Another case handler then tried to contact Mr H on 6 December 2023 by telephone, but he wasn't available, so he sent an email asking him to call back to discuss the claim.

It's not clear from LV's notes what happened between this and 12 January 2024. But what is clear is that on this date LV issued a final response email to Mr H on his complaint saying it had reviewed his claim journey and that it was satisfied with how it had handled his claim. It said in this email that it realised it wasn't the answer Mr H wanted and that he had the right to refer his complaint to the Financial Ombudsman Service. But that he must do this within six months of the email, otherwise LV would not consent to us considering his complaint.

G then threatened Mr H with legal action as he had not paid its invoice for the works. Mr H emailed LV on 21 February 2024 attaching the email from G and his reply and asked it to call him to discuss the matter urgently the next day after 3pm. LV acknowledged Mr H's email but didn't contact him. So Mr G called its legal advice line and was told he'd be called back. He then asked A to send him the settlement amount it had offered, so he could use it towards paying G's invoice. He then called LV again and it said the payment had been made and would be with him in three to five working days. Mr H then called A to ask if it could assess the work carried out by G. It said it could not do this. Mr H then called LV about this and it told him it would not assist with this either. And LV's representative told him that it was his choice to appoint G and there was nothing it could do.

LV then issued another final response email to Mr H in which it said it was unable to assist him with his legal dispute with G, but he could contact the provider of the legal assistance cover under his policy for help with it if he wanted to.

Mr H wasn't happy with LV's responses and asked us to consider his complaint.

One of our investigators told Mr H we couldn't consider his complaint about LV's handling of his claim for the leaking water pipe, as he referred it to us more than six months after LV had issued its final response on it on 12 January 2024. And she didn't think his complaint about LV's refusal to help him with his legal dispute should be upheld, as its suggestion he contact its legal expenses provider about this was reasonable in the circumstances.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've issued a separate decision on our jurisdiction to consider Mr and Mrs H's initial complaint about LV's handling of their claim. In this I explained that we could not do this because they hadn't referred their complaint about it to us within six months of LV's final response email of 12 January 2024. So, I will not be commenting further on the merits of this complaint, i.e. on events that took place up to the 12 January 2024.

This means the complaint I am considering is about LV's refusal to become involved and/or advise Mr and Mrs H with/on the legal dispute with G. And I do not consider their complaint about this should be upheld for the same reason as our investigator.

LV explained in its second final response on 10 June 2024 that if Mr H wanted support with his legal dispute he should contact its legal assistance provider, as he does have legal expenses cover under his policy. And I think this was a reasonable suggestion, as Mr H appointed G, and it is therefore responsible for what it did. And any dispute about what it did is a matter between G and Mr H. I appreciate Mr H thinks he had no choice other than to appoint his own contractor, but A did give him the option to have them address the issue with his water pipe on a short-term basis. I appreciate this didn't suit him, but he could have chosen this option if he wanted to. And, at the point he asked for help with the legal dispute he was in with G, there was nothing LV was obliged to do other than offer support under the legal expenses section of Mr and Mrs H's policy, which is exactly what it did.

I appreciate Mr H thinks LV failed to meet his obligations under the rules covering insurers, particularly in relation to Consumer Duty and its general duty of care to them. But I should also say that it was not LV's responsibility to assist Mr and Mrs H purely because it expected him to maintain his property. General maintenance is not something that is covered by a home insurance policy; it is something that the homeowner is responsible for in their own right. And I don't think LV's approach is contrary to its responsibilities under the regulations it was obliged to follow, including its obligations under Consumer Duty.

I appreciate LV didn't get back to Mr H on 21 February 2024 after he emailed them and I agree this was poor service, but Mr H called them the next day and LV explained to him it couldn't assist him at this point. So LV's failure to respond quickly to Mr H's email had little impact in reality.

Mr H's also feels the behaviour of LV's representatives was 'obnoxious', particularly the way its representative spoke to him and over him. And that the representative was obnoxious when he called on 22 February 2024, which led to him, as opposed to LV, terminating the call. As far as I can see, Mr H only raised this as an issue with LV in response to its final

response letter on 10 June 2024 in his email of 22 June 2024. And LV did not respond to this concern in a further final response letter. But by the time Mr H asked us to consider his and Mrs H's complaint eight weeks had passed since he raised this concern, so it is something that we are able to consider as part of this complaint.

I've listened to recordings of the telephone conversations Mr H had with staff at LV and I do not consider the staff were at any point obnoxious or rude. The call which Mr H terminated was difficult at times and LV's agent did struggle. And he perhaps could have handled it a little better. But I think he was trying to explain his understanding of the matter in a genuine way. And I do not consider the mistakes he made with some of his responses or his attempts to counter what Mr H was saying were rude or obnoxious. And I do not consider the mistakes he made on the call warrant compensation to Mr H for distress and inconvenience.

So, overall, I'm satisfied that LV handled Mr H's request for assistance following the issue he had with G appropriately. And this means I do not consider his complaint about LV's handling of the matter should be upheld.

My final decision

For the reasons set out above, I've decided not to uphold Mr and Mrs H's complaint about Liverpool Victoria Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs H to accept or reject my decision before 23 September 2025.

Robert Short
Ombudsman